

Village of Sauget

Paul Sauget
Mayor

2897 Falling Springs Road
Sauget, Illinois 62206

(618) 337-5267

December 7, 1982

City of East St. Louis
7 Collinsville Avenue
East St. Louis, Illinois 62201

RE: 1977 Regional Treatment Agreement

Dear Sirs:

As suggested by Messrs. Ross and Percy, this letter revises and, therefore, superceeds my letter dated December 3, 1982.

On September 6, 1977, the Village of Sauget (the "Village") made a written offer to the City of East St. Louis (the "City") and other units of local government concerning the design, construction, operation and financing of a new regional wastewater treatment system (the "Regional System") for the treatment of wastewater from all, or substantially all, of the Towns of East St. Louis and Centreville located in St. Clair County, Illinois (the "1977 Regional Treatment Agreement").

Pursuant to a resolution adopted by the Aldermanic Council of the City and approved by its Mayor, all on September 14, 1977, the City accepted such offer in writing on September 14, 1977. All other addressees also accepted the Village's offer in September, 1977.

As you know, design has been completed, construction "bids" received and the applicable US EPA grants awarded. The Village is about to sell its \$42,000,000 Regional Wastewater Treatment Revenue Bonds, Series 1982, (the "Bonds") to fund the "local" share of the project, to establish certain reserves and to pay the costs and expenses of issuance.

RECEIVED

DEC 7 8 1982

APCIBAL BOND & TRUST P. C.
EAST ST. LOUIS

As the Village prepares to **sell** the Bonds and commence construction, it is necessary that the 1977 Regional Treatment Agreement be finalized and, where necessary due to recommendations by the Village's Financial Advisor and the four (4) corporations who are entering into a **separate** 1982 Treatment Agreement with the Village applicable to payment of the Bonds, be amended.

The Village, therefore, **respectfully** requests that the City, by signing and returning the **enclosed** copy of this letter, consent and agree to and **approve** the following:

A. From and after **completion** of construction of the Regional System (expected in December, 1985), the City will require that all of its **then** current and future users will discharge all of their **wastewater** to the Regional System for treatment; **subject only** to such exceptions as may be, from time to time, **mutually** agreed upon between the City and the Village.

B. The City's **option** to disconnect, at the City's expense, certain users in "**Lansdowne**" from the Metro East Sanitary District's Lansdowne treatment plant and to connect them to the Regional System **shall** hereafter continue.

C. Subject to **pre-treatment**, sewer use and user rate ordinances of the Village, it agrees to accept, treat and dispose of all of the **wastewater** referred to in paragraphs A and B from and after **completion** of construction of the Regional System.

D. From and after **completion** of construction of the Regional System, the City **will** neither operate, nor will the City grant any franchise to a third party to operate, a competing sewage treatment **system**.

E. Commencing no **later** than June 30, 1983, the Village may enforce against **users** in the City such pre-treatment and sewer use **ordinances** as may be reasonable and necessary or as may be **required** under applicable law and regulations. Commencing on **December 1**, 1984, the Village may enforce against users in the City such user rate ordinances as may be reasonable and **necessary**; subject, however, to the grievance rights under the 1977 Regional Treatment Agreement.

F. Notwithstanding the provisions of the 1977 Regional Treatment Agreement, the Bonds shall mature on or before May 1, 2000 and the **annual** debt service on the Bonds need not be level, but may **escalate** by an average of not more than 3% per annum.

G. In lieu of annual funding of the Depreciation Account at 10% of the annual debt service as provided in the 1977 Regional Treatment Agreement, the Village may add to the annual charge for debt service not more than 25% thereof and shall use \$480,000 of the funds derived therefrom to fund annually a Depreciation Account to a maximum of \$7,200,000, which maximum may be hereafter increased by the Village if and when necessary. The balance of such funds derived from such 25% rate covenant shall be deposited in the Special Bond Redemption Account (25%) and the Surplus Account (75%).

H. The \$60,800 which the Village paid the City in May, 1979; the \$84,700 which the Village will pay the City at closing of the Bond sale; and the \$1,325,100 which the Village will deposit at closing of the Bond sale in an escrow account for advance refunding of the City's \$2,225,000 outstanding revenue bonds dated April 1, 1965; all will be deemed payment by the Village to the City for, and consideration for, the Village's right to use the site of the City's present wastewater treatment facility as part of the Regional System, all in addition to the annual payments provided in the 1977 Regional Treatment Agreement, which are to commence at and upon completion of construction of the Regional System. Such right to use such site shall exist for a period of not less than 50 years commencing as of December 1, 1982.

I. As noted above, the City's \$2,225,000 outstanding revenue bonds dated April 1, 1965 will be advanced refunded at closing of the sale of the Bonds. The Village will indemnify and hold the City harmless against any and all claims which might be asserted against the City growing out of such advance refunding.

J. The City consents and agrees to the addition of certain presently unsewered areas of the City of Centreville and the Village of Alorton to the area to be served by the Regional System.

K. The City consents and agrees that the \$42,000,000 of Bonds includes sums (\$510,000) for the repair of the "Cahokia Trunk Line" plus additional reserves and issuance costs related thereto; subject, however, to the provision that users in the City shall not be required to pay any annual debt service applicable thereto.

L. Notwithstanding any provision in the 1977 Regional Treatment Agreement, the Village, and not the City, will be responsible for billing and collecting users' charges from users in the City. Accordingly, the 10% and 6% allowances provided for in the 1977 Regional Treatment Agreement shall no longer be applicable. Nor shall the City be liable to

the Village for any user fees except those due from the City itself for its own uses of the Regional System, e.g., City Hall.

M. In billing users in the City, Sauget will add and attempt to collect sewer collection charges set by the City.


N. User charges may be adjusted more often than every other year if one or more of MONSANTO COMPANY, PFIZER, INC., EDWIN COOPER, INC. and/or CERRO COPPER PRODUCTS CO. defaults under the 1982 Treatment Agreement or otherwise for any other reason as required under the Village's ordinance issuing the Bonds.

O. The 1977 Regional Treatment Agreement, as changed and modified hereby, shall be, and remain, in full force and effect to and including November 30, 2032.

P. Except as changed or modified above, the 1977 Regional Treatment Agreement be, and it is hereby, ratified, approved and confirmed.

I am advised that the Mayor and City Clerk are authorized to sign, seal and execute the requested acceptance hereof under the provisions of a resolution adopted by the Aldermanic Council and approved by the Mayor, all on November 23, 1982. With your acceptance, please send us a certified copy of that resolution.

Very truly yours,


PAUL SAUGET
Mayor

AGREED AND ACCEPTED on this 9th day of December, 1982.


CITY OF EAST ST. LOUIS

By: 

Its Mayor

(SEAL)

ATTEST:


City Clerk

cc: Mr. Howard H. Percy
Mr. Harold G. Baker, Jr.
Mr. John R. Zelle

Mr. Paul C. Williams
Mr. Timothy V. McGree
Mr. Samuel F. Ross, Jr.

/mjm

STATE OF ILLINOIS,
CLARE COUNTY,
City of East St. Louis,

FRANK C. SMITH

City of East St. Louis, Illinois, do hereby certify that the above and foregoing is a true and correct
SOLUTION #82-20108. A RESOLUTION BY THE CITY OF EAST ST. LOUIS REAPPROVING
THE REGIONAL WASTEWATER TREATMENT AGREEMENT AND AMENDMENTS THERETO.

PASSED AT THE RECONVENED MEETING OF THE EAST ST. LOUIS ALDERMANIC COUNCIL,
HELD ON NOVEMBER 23, 1982 IN COUNCIL CHAMBERS AT CITY HALL IN THE CITY OF
EAST ST. LOUIS, ILLINOIS.

And I further certify that the original RESOLUTION

of which the foregoing is a certified copy, is by law intrusted to my custody for safe
keeping, and is on file in my office.

WITNESS my hand and the corporate seal of said city, this 8th
day of December A. D. 19 82

City Clerk of East St. Louis, Illinois

for
CITY COUNCIL
RESOLUTION of ORDINANCE

RESOLUTION X ORDINANCE _____ (CHECK)

NO. 82-20108

TITLE: RESOLUTION BY THE CITY OF EAST ST. LOUIS REAPPROVING
THE REGIONAL WASTEWATER TREATMENT AGREEMENT AND
AMENDMENTS THERETO

DATE PREPARED: _____

EXPLANATORY STATEMENT: Vital reapproval and re-execution of contract "Regional
Wastewater Treatment Agreement" with Village of Saint, to provide
sewer treatment facilities for treatment of effluent for residential,
commercial and industrial users, in order to prevent exodus of existing
industries, and to provide sewer treatment for future new industries ready
to relocate within the City's corporate limits.

*EXPENDITURES of FUNDS IF APPLICABLE

Is there an existing appropriation for this expenditure?

Yes _____ NO X _____

(A) If yes, give appropriate account codes _____

(B) If no, give explanation of funding source _____

To be provided by future ordinances and bond issues

ORIGINATING DEPARTMENT: _____
Name of Department

ALDERMANIC SPONSOR: _____
Signature - Date

DEPARTMENT APPROVAL: _____
Director's Signature - Date

COORDINATION/OTHER DEPARTMENTS AFFECTED: _____
Director's Signature - Date

COORDINATION/MAYOR of ADMIN ASST: _____
Director's Signature - Date

ALDERMANIC COMMITTEE ACTIONS: ALDERMANIC BOARD ACTIONS:

Approved/Disapproved/Tabled

DATE: _____

**RESOLUTION BY THE CITY OF EAST ST. LOUIS REAPPROVING THE
REGIONAL WASTEWATER TREATMENT AGREEMENT AND AMENDMENTS THERETO**

WHEREAS, the City of East St. Louis is now engaged in a major industrial expansion program in expectation of re-establishing the City as a viable industrial community; and

WHEREAS, the City's present sewer facility for treating effluent of residential, commercial and industrial users is 25 to 30 years old and is in deplorable condition, requiring immediate replacement; and

WHEREAS, the sewer treatment facility has suffered chronic operational failures due to its physical condition and general inadequacies resulting in lawsuits being filed in 1981 by the Attorney General of the State of Illinois for EPA violations arising from the facility's inadequacies; and

WHEREAS, the City presently does not have the time, funds or resources, nor will it have in the immediate future, to build a replacement facility adequate to meet the required expected present and future requirements; and

WHEREAS, engineering studies made in 1976 in conjunction with the Regional Wastewater facility at Sauget, in which the City was a participant, conclusively showed the regional facility would adequately replace that of the City for the treatment of its effluent and that the fees to residential, commercial and industrial users would be substantially less than those resulting from a facility built by the City on its own; and

WHEREAS, in recognition of these facts, i.e., the City's interest would be better served by participation in the Regional Treatment Facility at Sauget (including the joinder in such project by other communities as participants), the Aldermanic Council passed a Resolution on September 14, 1977 approving the Wastewater Treatment Agreement, and in furtherance thereof, the City did sign and become a participant therein; and

WHEREAS, the State and Federal EPA, who have mandated the construction of the Regional Wastewater Facility, require certain amendments to the Wastewater Treatment Agreement, which must be reapproved and re-executed by the City as a participant; and

WHEREAS, the construction of the Regional Waste Facility has been long delayed because of technical problems and its proposed commencement of construction must be no later than December, 1982, as a result of which the City must take immediate action in reapproving and re-executing the Regional Wastewater Treatment Agreement, or otherwise the whole project will be in jeopardy to all participants; and

WHEREAS, if the Regional Wastewater Treatment Facility is not constructed as proposed, there will result an exodus of existing industry from the City and other participant communities, whereby the residents of the City will suffer future loss of jobs from major employers to be served by the project; and

WHEREAS, the City presently has numerous new industries ready to relocate within its corporate limits with the prospect being most favorable for substantial industrial growth and these new industries will not be able to operate and serve within the City without adequate sewer treatment facilities as would be provided by the proposed Regional Wastewater Facility at Sauget; and

WHEREAS, in addition to the economic loss of jobs, presently and in the future, the City is mandated by law, as it relates to public health and safety, to provide through its public works programs adequate sewer treatment capacity for all of its residents as well as industry, and the proposed regional facility will assure a continuation of the vital public services for the City and its residents;

WHEREAS, a Resolution is required by the Aldermanic Council to authorize the City to reapprove and re-execute the Regional Wastewater Treatment Agreement and to approve the changes as therein provided, as well as authorizing the appropriate City officials to execute the same on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE ALDERMANIC COUNCIL OF THE CITY OF EAST ST. LOUIS, AS FOLLOWS:

1. That the Regional Wastewater Treatment Agreement between the City of East St. Louis and the Village of Sauget, including proposed amendments thereto, is hereby approved in manner and form as submitted, including the initial Resolution of September 14, 1977.

2. In furtherance of the performance of the Regional Wastewater Treatment Agreement, the City expressly reaffirms all previous covenants and further agrees, presently and in the future, to deliver to Sauget all of its effluent and sewage from its users, except that from the area designated as "LANSDOWNE", which will be excluded and will be serviced and delivered from collateral sources, the foregoing agreement being conditioned upon the provision that Sauget will accept, treat and dispose of said effluent through the regional facility, in accordance with the Wastewater Agreement and the EPA requirements and such other regulations as may be applicable.

3. That Sauget may enforce, within the corporate limits of the City, such pre-treatment regulations and such sewer use regulations, including user fees as prescribed and provided by the Wastewater Agreement, subject to the City's grievance rights under the applicable provisions of the Regional Wastewater Treatment Agreement.

4. That the Mayor and the City Clerk, as may be required, are hereby authorized to execute the said Wastewater Treatment Agreement and amendments thereto, to effect a legally binding agreement between the City and all other parties participant thereto.



Carl E. Officer, Mayor

PASSED: November 23, A.D. 1982

SIGNED: November 23, A.D. 1982

FILED: _____, A.D. 1982

RECORDED: _____, A.D. 1982

ATTEST:



Frank C. Smith, City Clerk

SUMMARY OF PROPOSED ADDENDUMS IN THE
SAUGET WATER AGREEMENT
WHICH REQUIRE COUNCIL APPROVAL

- I. Change in maturity date of bonds because of financial market - changed from December 1, 2002 to May 1, 2000.
- II. To pay off existing sewer bond indebtedness of City of 2.3 Million Dollars (\$2,300,000.00), and after the Regional Plant is completed, the City would turn plant over to them.
- III. The City is to receive \$84,700.00 at closing and the escrow deposit on the cost of refinancing of their bonds.
- IV. To allow Centreville and Alorton to be added to the Region during the Project's construction.
- V. Authority to issue additional bonds by Sauget for repair of the Cahokia Trunk Line and to be paid for by Cahokia and Cahokia Water District users (at no expense to the City).
- VI. To authorize the collection of the sewer fees through Illinois American Water Company.
- VII. That "Lansdowne" shall be integrated into the Regional Wastewater Facility at Sauget at the earliest date it is legally possible and feasible.

Village of Sauget

Paul Sauget
Mayor

2897 Falling Springs Road
Sauget, Illinois 62206

(618) 337-5267

December 3, 1982

Village of Cahokia
103 Main Street
Cahokia, Illinois 62206

RE: 1977 Regional Treatment Agreement

Dear Sirs:

On September 6, 1977, the Village of Sauget (the "Village") made a written offer to the Village of Cahokia ("Cahokia") and other units of local government concerning the design, construction, operation and financing of a new regional wastewater treatment system (the "Regional System") for the treatment of wastewater from all, or substantially all, of the Towns of East St. Louis and Centreville located in St. Clair County, Illinois (the "1977 Regional Treatment Agreement").

Pursuant to a resolution adopted by the President and Board of Trustees of Cahokia and approved by its President, all on September 7, 1977, Cahokia accepted such offer in writing on September 9, 1977. All other addressees also accepted the Village's offer in September, 1977.

As you know, design has been completed, construction "bids" received and the applicable US EPA grants awarded. The Village is about to sell its \$42,000,000 Regional Wastewater Treatment Revenue Bonds, Series 1982, (the "Bonds") to fund the "local" share of the project, to establish certain reserves and to pay the costs and expenses of issuance.

As the Village prepares to sell the Bonds and commence construction, it is necessary that the 1977 Regional Treatment Agreement be finalized and, where necessary due to recommendations by the Village's Financial Advisor and the four (4) corporations who are entering into a separate 1982 Treatment Agreement with the Village applicable to payment of the Bonds, be amended.

The Village, therefore, respectfully requests that Cahokia, by signing and returning the enclosed copy of this letter, consent and agree to and approve the following:

A. From and after completion of construction of the Regional System (expected in December, 1985), Cahokia will require that all of its then current and future users will discharge all of their wastewater to the Regional System for treatment; subject only to such exceptions as may be, from time to time, mutually agreed upon between Cahokia and the Village.

B. The option of the City of East St. Louis (the "City") to disconnect, at the City's expense, certain users in "Lansdowne" from the Metro East Sanitary District's Lansdowne treatment plant and to connect them to the Regional System shall hereafter continue.

C. Subject to pre-treatment, sewer use and user rate ordinances of the Village, it agrees to accept, treat and dispose of all of the wastewater referred to in paragraphs A and B from and after completion of construction of the Regional System.

D. From and after completion of construction of the Regional System, Cahokia will neither operate, nor will Cahokia grant any franchise to a third party to operate, a competing sewage treatment system.

E. Commencing no later than June 30, 1983, the Village may enforce against users in Cahokia such pre-treatment, sewer use and user rate ordinances as may be reasonable and necessary or as may be required under applicable law and regulations; subject, however, to the grievance rights under the 1977 Regional Treatment Agreement. However, user charges shall not commence before December 1, 1984.

F. Notwithstanding the provisions of the 1977 Regional Treatment Agreement, the Bonds shall mature on or before May 1, 2000 and the annual debt service on the Bonds need not be level, but may escalate by an average of not more than 3% per annum.

G. In lieu of annual funding of the Depreciation Account at 10% of the annual debt service as provided in the 1977 Regional Treatment Agreement, the Village may add to the annual charge for debt service not more than 25% thereof and shall use \$480,000 of the funds derived therefrom to fund annually a Depreciation Account to a maximum of \$7,200,000, which maximum may be hereafter increased by the Village when and if necessary. The balance of such funds shall be deposited in the Special Bond Redemption Account (25%) and Surplus Account (75%).

H. Cahokia consents and agrees to the addition of certain presently unsewered areas of the City of Centreville and the Village of Alorton to the area to be served by the Regional System.

I. Cahokia consents and agrees that the \$42,000,000 of Bonds includes sums for the repair of the "Cahokia Trunk Line" (\$510,000) plus additional reserves and issuance costs related thereto; subject, however, to the provisions that users in the City and in Sauget shall not be required to pay any annual debt service applicable thereto.

J. Notwithstanding any provision in the 1977 Regional Treatment Agreement and upon a written request from Cahokia, the Village, and not Cahokia, will become responsible for billing and collecting users' charges from users in Cahokia. Thereupon, the 10% and 6% allowances provided for in the 1977 Regional Treatment Agreement shall no longer be applicable. Nor shall Cahokia thereafter be liable to the Village for any user fees except those due from Cahokia itself for its own uses of the Regional System, e.g., Village Hall.

K. If and when billing users in Cahokia, Sauget will add and attempt to collect sewer collection charges set by Cahokia.

L. User charges may be adjusted more often than bi-annually if one of the four (4) corporations defaults under the 1982 Treatment Agreement or otherwise for any other reason as required under the Village's ordinance issuing the Bonds.

M. The 1977 Regional Treatment Agreement, as changed and modified hereby, shall be, and remain, in full force and effect to and including November 30, 2032.

N. Except as changed or modified above, the 1977 Regional Treatment Agreement be, and it is hereby, ratified, approved and confirmed.

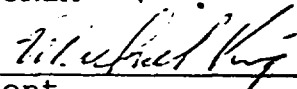
With your acceptance, please send us a certified copy of the resolution of your President and Board of Trustees approving the provisions hereof and authorizing your officers to execute your acceptance hereof.

Very truly yours,


PAUL SAUGET
Mayor

AGREED AND ACCEPTED on this 7th day of December, 1982.

VILLAGE OF CAHOKIA

By: 
Its President

(SEAL)

ATTEST:

Jessie Brown
Village Clerk

cc: Mr. Harold G. Baker, Jr.
Mr. John R. Zelle
Mr. Paul C. Williams
Mr. Timothy V. McGree
Mr. John R. Sprague, Sr.

/mjm

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

CLERK'S CERTIFICATE

I, Jessie Brown, Village Clerk of the Village of Cahokia, Illinois, do hereby certify that I am the duly qualified and acting Village Clerk of said Village of Cahokia, Illinois, and as such official, I am the keeper of the records and files of the Board of Trustees of said Village of Cahokia.

I do further certify the foregoing to be a true, correct and complete copy of the Modifications to the 1977 Regional Treatment Agreement entered into by the Village of Cahokia, Illinois, the original of which aforesaid Modifications is now on file and of record in my said office.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Village of Cahokia, Illinois, this 7th day of December, A.D. 1982.

Jessie Brown
Village Clerk, Village of Cahokia,
St. Clair County, Illinois

(SEAL)

Village of Sauget

Paul Sarge1
Mayor

2897 Falling Springs Road
Sauget, Illinois 62206

(618) 337-5267

December 3, 1982

Commonfields of Cahokia Public Water District
2525 Mousette Lane
Cahokia, Illinois 62206

RE: 1977 Regional Treatment Agreement

Dear Sirs:

On September 6, 1977, the Village of Sauget (the "Village") made a written offer to the Commonfields of Cahokia Public Water District (the "Water District") and other units of local government concerning the design, construction, operation and financing of a new regional wastewater treatment system (the "Regional System") for the treatment of wastewater from all, or substantially all, of the Towns of East St. Louis and Centreville located in St. Clair County, Illinois (the "1977 Regional Treatment Agreement").

Pursuant to a resolution adopted by the Chairman and Board of Trustees of Water District on September 12, 1977. Water District accepted such offer in writing on September 12, 1977. All other addressees also accepted the Village's offer in September, 1977.

As you know, design has been completed, construction "bids" received and the applicable US EPA grants awarded. The Village is about to sell its \$42,000,000 Regional Wastewater Treatment Revenue Bonds, Series 1982, (the "Bonds") to fund the "local" share of the project, to establish certain reserves and to pay the costs and expenses of issuance.

As the Village prepares to sell the Bonds and commence construction, it is necessary that the 1977 Regional Treatment Agreement be finalized and, where necessary due to recommendations by the Village's Financial Advisor and the four (4) corporations who are entering into a separate 1982 Treatment Agreement with the Village applicable to payment of the Bonds, be amended.

The Village, therefore, respectfully requests that Water District, by signing and returning the enclosed copy of this letter, consent and agree to and approve the following:

A. From and after completion of construction of the Regional System (expected in December, 1985), Water District will require that all of its then current and future users will discharge all of their wastewater to the Regional System for treatment; subject only to such exceptions as may be, from time to time, mutually agreed upon between Water District and the Village.

B. The option of the City of East St. Louis (the "City") to disconnect, at the City's expense, certain users in "Lansdowne" from the Metro East Sanitary District's Lansdowne treatment plant and to connect them to the Regional System shall hereafter continue.

C. Subject to pre-treatment, sewer use and user charge ordinances of the Village, it agrees to accept, treat and dispose of all of the wastewater referred to in paragraphs A and B from and after completion of construction of the Regional System.

D. From and after completion of construction of the Regional System, Water District will neither operate, nor will Water District grant any franchise to a third party to operate, a competing sewage treatment system.

E. Commencing no later than June 30, 1983, the Village may enforce against users in Water District such pre-treatment, sewer use and user charge ordinances as may be reasonable and necessary or as may be required under applicable law and regulations; subject, however, to the grievance rights under the 1977 Regional Treatment Agreement. However, user charges shall not commence before December 1, 1984.

F. Notwithstanding the provisions of the 1977 Regional Treatment Agreement, the Bonds shall mature on or before May 1, 2000 and the annual debt service on the Bonds need not be level, but may escalate by an average of not more than 3% per annum.

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I. Water District consents and agrees that the \$42,000,000 of Bonds includes sums (\$510,000) for the repair of the "Cahokia Trunk Line" plus additional reserves and issuance costs related thereto; subject, however, to the provision that users in the City and in Sauget shall not be required to pay any annual debt service applicable thereto.

J. Notwithstanding any provision in the 1977 Regional Treatment Agreement and upon a written request by Water District, the Village, and not Water District, will become responsible for billing and collecting users' charges from users in Water District. Thereupon, the 10% and 6% allowances provided for in the 1977 Regional Treatment Agreement shall no longer be applicable. Nor shall Water District thereafter be liable to the Village for any user fees except those due from Water District itself for its own uses of the Regional System, e.g., its office.

K. If and when billing users in Water District, Sauget will add and attempt to collect sewer collection charges set by Water District.

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M. The 1977 Regional Treatment Agreement, as changed and modified hereby, shall be, and remain, in full force and effect to and including November 30, 1982.

N. Except as changed or modified above, the 1977 Regional Treatment Agreement be, and it is hereby, ratified, approved and confirmed.

With your acceptance, please send us a certified copy of the resolution of your Chairman and Board of Trustees approving the provisions hereof and authorizing your officers to execute your acceptance hereof.

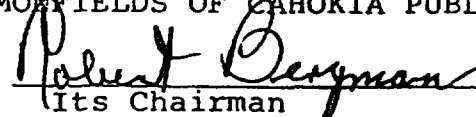
Very truly yours,


PAUL SAUGET
Mayor

AGREED AND ACCEPTED on this 8th day of December, 1982.

COMMONFIELDS OF CAHOKIA PUBLIC WATER DISTRICT

By:


Its Chairman

(SEAL)

Peggy Diehl-
Its SECRETARY

cc: Mr. Harold G. Baker, Jr.
Mr. John R. Zelle
Mr. Paul C. Williams
Mr. Timothy V. McGree
Mr. John R. Sprague, Sr.

/mjm